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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THOMAS SPITZER, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

v.

ROBERT C. FLEXON, DARREN R.  
JAMISON, JOHN J. JURIC, SCOTT W.  
ROBINSON, and FREDERICK S.  
HENCKEN III,

Defendants.

Case No. 2:23-cv-08659-HDV (MARx)

CLASS ACTION

~~[PROPOSED]~~ FINAL JUDGMENT  
APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a putative class action is pending in this Court entitled *Thomas Spitzer v. Robert C. Flexon et al.*, No. 2:23-cv-08659-HDV (MARx) (the “Action”);

WHEREAS, (a) Lead Plaintiff Michael Denisevich and Plaintiff Kevin Rudisill (“Plaintiffs”), individually and on behalf of the Settlement Class (defined below); and (b) Defendants Robert C. Flexon (“Flexon”), Darren R. Jamison (“Jamison”), Scott W. Robinson (“Robinson”), and Frederick S. Hencken III (“Hencken”) (collectively, the “Defendants”), have entered into a Stipulation and Agreement of Settlement dated April 4, 2025 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against all Defendants and the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as set forth in the Stipulation;

WHEREAS, by Order dated June 5, 2025 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of

1 effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to potential  
2 Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to  
3 exclude themselves from the Settlement Class or to object to the proposed Settlement, Plan of  
4 Allocation, and motion for attorneys' fees, reimbursement of litigation expenses, and awards to  
5 Plaintiffs; and (e) scheduled a hearing regarding final approval of the Settlement;

7 WHEREAS, due and adequate notice has been given to the Settlement Class;

8 WHEREAS, the Court conducted a hearing on November 13, 2025 (the "Settlement Hearing")  
9 to consider, among other things, (a) whether the terms and conditions of the Settlement are fair,  
10 reasonable and adequate to the Settlement Class, and should therefore be approved; and (b) whether a  
11 judgment should be entered dismissing the Action with prejudice as against Defendants; and  
12

13 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and  
14 proceedings held herein in connection with the Settlement, all oral and written comments received  
15 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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18 1. **Jurisdiction** - The Court has jurisdiction over the subject matter of the Action, and all  
19 matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the  
20 Settlement Class Members.

21 2. **Incorporation of Settlement Documents** - This Judgment incorporates and makes a  
22 part hereof: (a) the Stipulation filed with the Court on April 4, 2025; and (b) the Notice and the Summary  
23 Notice, both of which were filed with the Court on April 4, 2025.

24 3. **Class Certification for Settlement Purposes** - The Court hereby affirms its  
25 determinations in the Preliminary Approval Order certifying, for Settlement purposes only, the Action  
26 as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of  
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1 the Settlement Class consisting of all persons or entities who purchased or otherwise acquired publicly  
2 traded Capstone Green Energy Corporation (“Capstone”) securities between November 11, 2020 and  
3 October 4, 2023, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby.  
4 Excluded from the Settlement Class are Defendants, the officers and directors of Capstone, at all  
5 relevant times, members of their immediate families and their legal representatives, heirs, successors,  
6 or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded are any  
7 persons or entities who properly exclude themselves by filing a valid and timely request for exclusion  
8 in accordance with the requirements set by the Court.  
9

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11 4. **Adequacy of Representation** - Pursuant to Rule 23 of the Federal Rules of Civil  
12 Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations in  
13 the Preliminary Approval Order certifying Lead Plaintiff Michael Denisevich and Plaintiff Kevin  
14 Rudisill as Class Representatives for the Settlement Class and appointing Lead Counsel as Class  
15 Counsel for the Settlement Class. Plaintiffs and Lead Counsel have fairly and adequately represented  
16 the Settlement Class both in terms of litigating the Action and for purposes of entering into and  
17 implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure  
18 23(a)(4) and 23(g), respectively.  
19

20 5. **Notice** - The Court finds that the dissemination of the Notice and the publication of the  
21 Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order;  
22 (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was  
23 reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the  
24 pendency of the Action, (ii) the effect of the proposed Settlement (including the Releases to be provided  
25 thereunder), (iii) their right to object to any aspect of the proposed Settlement, the Plan of Allocation  
26 and/or Lead Counsel’s motion for attorneys’ fees plus interest, reimbursement of litigation expenses  
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1 plus interest, and awards to Plaintiffs, (iv) their right to exclude themselves from the Settlement Class,  
2 and (v) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient  
3 notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied  
4 the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution  
5 (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C.  
6 § 78u-4, as amended, and all other applicable law and rules.

7  
8 6. **Final Settlement Approval and Dismissal of Claims** - Pursuant to, and in accordance  
9 with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the  
10 Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the  
11 Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted  
12 against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and  
13 adequate to the Settlement Class. The Parties are directed to implement, perform and consummate the  
14 Settlement in accordance with the terms and provisions contained in the Stipulation.  
15

16 7. The Action and all of the claims asserted against Defendants in the Action by Plaintiffs  
17 and the other Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear  
18 their own costs and expenses, except as otherwise expressly provided in the Stipulation.  
19

20 8. **Binding Effect** - The terms of the Stipulation and of this Judgment shall be forever  
21 binding on Defendants, Plaintiffs and all other Settlement Class Members (regardless of whether or not  
22 any individual Settlement Class Member submits a Claim Form or seeks or obtains a distribution from  
23 the Net Settlement Fund), as well as their respective successors and assigns. The persons and entities  
24 listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound  
25 by the terms of the Stipulation or this Judgment.  
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1           9.       **Releases** - The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with  
2 the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated  
3 herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders  
4 that:  
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6                   (a)       without further action by anyone, and subject to paragraph 10 below, upon the  
7 Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf  
8 of themselves, and their current and former officers, directors, employees, consultants, accountants,  
9 attorneys, affiliated persons and entities, control persons, sponsors, parents, subsidiaries, beneficiaries,  
10 heirs, successors, predecessors, assigns, attorneys, agents, and auditors in their capacities as such, shall  
11 be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever  
12 compromised, settled, released, resolved, relinquished, waived and discharged each and every Released  
13 Plaintiffs' Claim against Defendants and Defendants' Releasees, shall be permanently and forever  
14 enjoined from instituting, commencing or prosecuting, in any capacity, any and all of the Released  
15 Plaintiffs' Claims against any of Defendants' Releasees, and shall be deemed to permanently covenant  
16 to refrain from instituting, commencing or prosecuting, in any capacity, any and all of the Released  
17 Plaintiffs' Claims against any of Defendants' Releasees.  
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19                   (b)       without further action by anyone, and subject to paragraph 10 below, upon the  
20 Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective current and  
21 former officers, directors, employees, consultants, accountants, attorneys, affiliated persons and entities,  
22 control persons, sponsors, parents, subsidiaries, beneficiaries, heirs, successors, predecessors, assigns,  
23 attorneys, agents, insurers, and auditors in their capacities as such, shall be deemed to have, and by  
24 operation of law and of the judgment shall have, fully, finally and forever compromised, settled,  
25 released, resolved, relinquished, waived and discharged each and every Released Defendants' Claim  
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1 against Plaintiffs and Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting  
2 any or all of Released Defendants' Claims against any of Plaintiffs' Releasees. This Release shall not  
3 apply to any person or entity listed on Exhibit 1 hereto.  
4

5 10. Notwithstanding paragraphs 9(a) - (b) above, nothing in this Judgment shall bar any  
6 action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

7 11. **Rule 11 Findings** - The Court finds and concludes that the Plaintiffs and Defendants and  
8 their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal  
9 Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the  
10 Action.  
11

12 12. **Plan of Allocation Approval** - The Court finds and concludes that the formula for the  
13 calculation of the claims of Claimants as set forth in the Plan of Allocation submitted by Lead Counsel,  
14 as described in the Notice and in accordance with paragraph 1(ff) of the Stipulation, is hereby approved  
15 as fair, reasonable and adequate. Any further orders or proceedings solely regarding the Plan of  
16 Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall be  
17 considered separate and apart from this Judgment and shall not operate to terminate the Settlement or  
18 in any way disturb or affect this Judgment, the finality of this Judgment, or the release of the Released  
19 Claims. Any orders regarding the Plan of Allocation shall not affect or delay the Effective Date of the  
20 Settlement.  
21

22 13. **No Admissions** - Neither this Judgment, the Memorandum of Understanding, the  
23 Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation  
24 contained therein (or any other plan of allocation that may be approved by the Court), the negotiations  
25 leading to the execution of the Memorandum of Understanding and the Stipulation, nor any proceedings  
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1 taken pursuant to or in connection with the Memorandum of Understanding, the Stipulation and/or  
2 approval of the Settlement (including any arguments proffered in connection therewith):

3 (a) shall be offered against any of Defendants or Defendants' Releasees as evidence  
4 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
5 Defendants or Defendants' Releasees with respect to the truth of any fact alleged by Plaintiffs or the  
6 validity of any claim that was or could have been asserted or the deficiency of any defense that has been  
7 or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault,  
8 or other wrongdoing of any kind on the part of any of Defendants or Defendants' Releasees or in any  
9 way referred to for any other reason as against any of Defendants or Defendants' Releasees, in any civil,  
10 criminal or administrative action or proceeding, other than such proceedings as may be necessary to  
11 effectuate the provisions of the Stipulation;  
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13 (b) shall be offered against any of Plaintiffs' Releasees, as evidence of, or construed  
14 as, or deemed to be evidence of any presumption, concession or admission by any of Plaintiffs'  
15 Releasees that any of their claims are without merit, that any of Defendants or Defendants' Releasees  
16 had meritorious defenses, or that damages recoverable under the Amended Complaint would not have  
17 exceeded the Settlement Amount or with respect to any liability, negligence, fault or wrongdoing of any  
18 kind, or in any way referred to for any other reason as against any of Plaintiffs' Releasees, in any civil,  
19 criminal or administrative action or proceeding, other than such proceedings as may be necessary to  
20 effectuate the provisions of the Stipulation; or  
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22 (c) shall be construed against any of the Releasees as an admission, concession, or  
23 presumption that the consideration to be given under the Settlement represents the amount which could  
24 be or would have been recovered after trial; provided, however, that the Parties and the Releasees and  
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1 their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from  
2 liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

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4 14. **Retention of Jurisdiction** - Without affecting the finality of this Judgment in any way,  
5 this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the  
6 administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of  
7 the Settlement Fund; (c) any motion made by Lead Counsel for an award of attorneys' fees, litigation  
8 expenses, and/or awards to Plaintiffs in the Action that will be paid from the Settlement Fund; (d) any  
9 motion to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and  
10 (f) the Settlement Class Members for all matters relating to the Action.  
11

12 15. **Modification of the Agreement of Settlement** - Without further approval from the  
13 Court, Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or  
14 modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are  
15 not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement  
16 Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and  
17 Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.  
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19 16. **Lead Counsel's Attorney Fees and Expenses** - The Court hereby awards Lead Counsel  
20 attorneys' fees in the amount of 33% of the Settlement Fund and expenses in an amount of \$63,261.85,  
21 together with the interest earned thereon for the same time period and at the same rate as that earned on  
22 the Settlement Fund until paid. The Court finds that the amount of fees awarded is fair and reasonable  
23 in light of the time and labor required, the novelty and difficulty of the case, the skill required to  
24 prosecute the case, the experience and ability of the attorneys, awards in similar cases, the contingent  
25 nature of the representation and the result obtained for the Settlement Class. Said fees shall be allocated  
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1 among any other plaintiffs' counsel in a manner which, in Lead Counsel's good-faith judgment, reflects  
2 each counsel's contribution to the institution, prosecution, and resolution of the Action.

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4 17. **Plaintiffs' Expenses Related to Representation of the Settlement Class** - The Court  
5 hereby awards Lead Plaintiff Michael Denisevich his reasonable costs and expenses directly related to  
6 his representation of the Settlement Class in the amount of \$2,000. The Court hereby awards Plaintiff  
7 Kevin Rudisill his reasonable costs and expenses directly related to his representation of the Settlement  
8 Class in the amount of \$2,000.

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10 18. The awarded attorneys' fees and expenses, and interest earned thereon, as well as any  
11 costs or expenses awarded pursuant to the previous paragraph, shall be paid to Lead Counsel (or to the  
12 class representatives described in the previous paragraph) from the Settlement Fund immediately after  
13 the date this Judgment is executed subject to the terms, conditions, and obligations of the Stipulation.  
14 Any awards of attorneys' fees and expenses, as well as any costs or expenses awarded pursuant to the  
15 previous paragraph, shall in no way affect or delay the finality of this Judgment and shall not affect or  
16 delay the Effective Date of the Settlement.

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18 19. **Termination of Settlement** - If the Settlement is terminated as provided in the  
19 Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be  
20 vacated, rendered null and void and be of no further force and effect, except as otherwise provided by  
21 the Stipulation, and this Judgment shall be without prejudice to the rights of Plaintiffs, the other  
22 Settlement Class Members and Defendants, and the Parties shall revert to their respective positions in  
23 the Action as of January 30, 2025, as provided in the Stipulation.  
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1           20.     **Entry of Final Judgment** - There is no just reason to delay the entry of this Judgment  
2 as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to  
3 immediately enter this final Judgment in this Action.  
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5 SO ORDERED this 24th day of November, 2025.

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8 THE HONORABLE HERNÁN D. VERA  
9 UNITED STATES DISTRICT JUDGE  
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**Exhibit 1**

Alexander Schaffer